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PROCEEDINGS

LOUISIANA WILD LIFE AND FISHERIES COMMISSION

Friday, January 23, 1970

Room 226

400 Royal Street

New Orleans, Louisiana

10:00 o'clock a.m.

ARTHUR W. BILLOTTI
Reporter



Helen R. Dietrich, Inc.
Stenotypists

333 ST. CHARLES AVENUE, SUITE 1221
NEW ORLEANS, LOUISIANA 70130 • (504) 524-4787

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A G E N D A

January 23, 1970

DR. LYLE ST. AMANT

1. Reinstatement of Oyster Lease No. 12951. (4)

MR. ALLAN ENSMINGER:

2. Request of Humble Oil and Refining Company to dredge a canal and slip in East Pass (P) on Marsh Island Wildlife Refuge to provide a drilling site for Well No. 13 on State Lease 3498.

MR. JOE HERRING:

3. Consideration of a contract for the Southeastern Association of Game and (10) Fish Commissioners Economic Survey of Hunting and Fishing Value.

4. OTHER BUSINESS

MR. CLYDE DEVON SMITH

Sportsman's Club of Greater New Orleans (21)



P R O C E E D I N G S

. . . . The Board Meeting of the Wild Life and Fisheries Commission convened at 10:00 o'clock a.m. on Friday, January 23, 1970, at the Wild Life and Fisheries Building, 400 Royal Street, New Orleans, Louisiana, Mr. J. G. Jones, Chairman, presiding

THERE WERE PRESENT:

MR. H. C. WRIGHT, Vice-Chairman

MR. C. M. HOFFPAUER, Director

MR. C. A. GUIDRY

MR. HOBSON NORRIS

MR. J. L. WINFREE

MR. J. W. THOMPSON

MR. J. E. KYLE, JR., Absent

THE CHAIRMAN: The meeting will now come to order.

The first item of business is by Doctor St. Amant, but Doctor St. Amant is not here. Mr. Max Summers, are you going to make the presentation?



MR. SUMMERS: Mr. Chairman, Members of the Commission, and Ladies and Gentlemen:

We have one item of business for your consideration and approval this morning. It concerns a reinstatement of an oyster lease Number 12951 in Vermilion Bay.

By way of a little history, back in 1950, this area was designated as a natural oyster seed ground, and subsequent leases that came due or that rentals were not paid --

MR. WINFREE: Question, Mr. Chairman.

THE CHAIRMAN: Hold it just a minute, Max.

MR. WINFREE: You said in what year was --

MR. SUMMERS: 1950.

MR. WINFREE: In 1950 this was dedicated as a public oyster seed ground?

MR. SUMMERS: Yes. Mr. Jim McConnell, Chief of the Oyster Division at that time, designated this area and I think by subsequent Commission action, this was set aside as a natural seed oyster area.

Since that time, any leases that came due



or rental notices or rentals that were not paid, these leases were cancelled.

This is the situation with regard to this lease. Vermilion Bay is the only area or only location in this area which annually produces seed oysters, and because of salt water intrusion and various other problems associated with other natural seed areas, it is important that this area be maintained as a natural seed area.

Therefore, we suggest that this area be maintained as an oyster ground, and that no leases be issued in this area, and any subsequent expiring leases be terminated; or failure to pay rentals within a reasonable amount of time, that these leases also be cancelled.

We present this for your consideration and action.

MR. WINFREE: Question, Mr. Chairman.

THE CHAIRMAN: Question, Mr. Winfree.

MR. WINFREE: How many leases have presently expired under this old form on Vermilion Bay?

MR. SUMMERS: Approximately forty leases,



totaling some 4,700 acres since 1950, have been terminated for this primary reason.

MR. WINFREE: How many leases are in existence now?

MR. SUMMERS: I am sorry, I couldn't answer that. There are several, but as they come due, they are either being cancelled subsequent --

MR. WINFREE: Are they five or ten year leases or a year-to-year basis?

MR. SUMMERS: There are -- the rental notices -- the rent is due on an annual basis; the leases are made on a ten to fifteen year basis with options to renew. However, some of these leases were drawn up before the acute need for additional seed areas --

MR. WINFREE: When did this lease, No. 12951, when did it terminate?

MR. SUMMERS: Let me check the records to make sure.

MR. HOFFPAUER: Let me clarify this. According to Dr. St. Amant, there are no existing oyster leases in Vermilion Bay at this time.



There are some in the Pass.

MR. SUMMERS: Southwest Pass.

MR. NORRIS: And these people are asking for a reinstatement of this lease?

MR. THOMPSON: I understand it's been terminated for quite some time.

MR. SUMMERS: This is correct. This is actually an additional application --

MR. THOMPSON: -- Oh, boy!

MR. SUMMERS: -- to reinstate a lease -- an existing lease which was terminated.

MR. THOMPSON: Some year old? Five or ten year lease -- five or ten years old and it has not been leased?

MR. SUMMERS: This is correct.

MR. WINFREE: Are you ready for a motion, Mr. Chairman?

THE CHAIRMAN: Any other discussion?

(NO RESPONSE)

MR. SUMMERS: Is this clear?

MR. WINFREE: I move that this lease be not reinstated, and I also would add that this



Commission reaffirm its position about designating this Vermilion Bay area as a public oyster seed ground as far back as 1950 or whenever it was so designated.

MR. THOMPSON: I second the motion.

THE CHAIRMAN: You have heard the motion by Mr. Winfree and seconded by Mr. Thompson.

Is there any further discussion? Is there any objection?

(NO RESPONSE)

THE CHAIRMAN: Hearing none, so ordered.

Thank you, Max.

MR. SUMMERS: Thank you, gentlemen.

THE CHAIRMAN: Mr. Ensminger.

MR. ENSMINGER: Mr. Chairman and gentlemen of the Commission:

We have received a request from Humble Oil and Refining Company to extend one of their canals on Marsh Island on State Lease Number 3498.

This involves a very short stub canal of about 200 feet in length up into the marsh on the very Easterly end of Marsh Island.



This will present no problem to us from a wild life management point, and therefore, I would like to recommend that Humble be granted the permit to do this construction work.

THE CHAIRMAN: You have heard the recommendation; what is your pleasure?

MR. WRIGHT: So move.

MR. GUIDRY: I second the motion.

THE CHAIRMAN: Moved by Mr. Wright and seconded by Mr. Guidry.

Is there any further discussion? Is there any objection?

(NO RESPONSE)

THE CHAIRMAN: Hearing none, so ordered.

MR. WINFREE: While Mr. Ensminger is there, Mr. Chairman, --

THE CHAIRMAN: Mr. Winfree.

MR. WINFREE: What was the final status of that well -- of those people who wanted to drill on Rockefeller and they were going to sidetrack that hole?

MR. ENSMINGER: Yes, sir. That was the



Whitestone Petroleum Company or Witstone. The well resulted in a dry hole. They did drill it by directional means, and they have moved out of there. They have a contractor on the site now cutting the levee that they constructed in our Lake Thirteen impoundment, and on his way out, he will restore the levee at the pumping site there.

MR. WINFREE: They are complying with our request?

MR. ENSMINGER: Yes, sir, and it is very fortunate that we requested that this company go this route being the hole was a dry hole.

MR. WINFREE: Thank you.

THE CHAIRMAN: Mr. Joe Herring.

MR. HERRING: Thank you.

Mr. Chairman and gentlemen:

We would like to request permission of the Commission to enter into an agreement with all of the directors of the Southeastern Association of Game and Fish Commissioners in making an economical survey of the values of hunting and fishing throughout Louisiana, and also into the Southeast.



This survey will give us some values of what the different species of fish are worth; what a fishing trip is worth to different individuals in different occupations, what different game species are actually worth to be hunted. Also, what a hunting trip costs, and values to the sporting goods stores and various things like that.

The pilot study for this project, which we would like to get initiated immediately throughout the fourteen states of the Southeast will cost each state \$1,000.00. Should other agencies come in like the Forest Service, maybe the SES, which they are thinking about even getting in with some others, the money would drop down; it would go down to as low as \$800 per state, but right now, -- right now, it is \$1,000.00 per state.

We need this information in a lot of meetings that we go to, and things where we get into the discussion of what the Wild Life values are; land clearing; such projects as the SES has on their drainage up in the Central part or North part of the state; we need that information. And also with the



Corps of Engineers, quite a bit in their drainage projects; so we feel that the information will be of value to us in these meetings, and I would like to request of the Commission to give approval to us to go into this agreement.

THE CHAIRMAN: You have heard the recommendation. What is your pleasure?

MR. THOMPSON: So move.

MR. NORRIS: I second the motion.

THE CHAIRMAN: Moved by Mr. Thompson and seconded by Mr. Norris. Is there any further discussion? Is there any objection?

(NO RESPONSE)

THE CHAIRMAN: Hearing none, so ordered.

Thank you, Mr. Herring.

MR. HERRING: Thank you, Mr. Chairman.

W I T N E S S E T H:

WHEREAS, the Institute desires to engage the Consultant to render certain professional services described in the Scope of Services below and representing discussions with the Southeastern Association of Game and Fish



Commissioners Committee in Preparation of
Study Proposal; and

WHEREAS, it is understood that the
Institute will contract with the several
states in the Southeastern Association of
Game and Fish Commissioners, as well as
several Federal and private agencies, who
will finance this study through the Institute;
and

WHEREAS, it is further understood that
the financial obligation of the Institute
shall not exceed those funds made avail-
able to the Institute by these various
agencies; and

WHEREAS, it is further understood that
Dr. Joseph Horvath, now employed by Georgia
State University, will act as Project
Leader and be responsible for performance
of professional services.

NOW, THEREFORE, the parties hereto
agree as follows:

1. SCOPE OF SERVICES



This project is to be considered as a pilot project to determine the feasibility of a study intended, as the original proposal states, "to document both the tangible and intangible value of wildlife and wildlife orientated natural resources" in each participating State and does not obligate the parties to conduct the study. The purpose of this pilot project is to develop and test the methodology by which the study activities will be carried on. More specifically this pilot project will:

- a) Develop the form and content of a questionnaire to be utilized to secure those data necessary to the total study. A preliminary draft of this questionnaire will be reviewed with the Project Committee appointed by the Southeastern Association of Game and Fish Commissioners or its representatives; and to assure Agency input, a proress



report will be sent in five copies to each sponsoring agency for approval. A final draft will be agreed upon as a result of this review.

- b) Conduct a field test of the questionnaire developed in a) above. Based on results of the field testing, revise the questionnaire form as may be necessary and review revision with Project Committee or its representative.
- c) Design the format and content of the output tables to be developed as a result of the questionnaire.
- d) Present the findings of this state of the pilot project in the form of a bound report to be submitted in twenty copies.

A copy of the objectives of the total study of which this contract element is the initial stage is attached to this contract for



reference. This excerpt is taken from the latest version of the proposal discussed previously with the Project Committee of the Southeastern Association of Game and Fish Commissioners.

2. ROLE OF PROJECT COMMITTEE

The Consultant and Project Leader will deal in all matters relating to this study with the Chairman of the Project Committee of Southeastern Association of Game and Fish Commissioners, or his representative, to supervise this contract activity. All billings shall be submitted through this Committee Chairman for approval and forwarded to the Institute for payment.

In effect, the Program Committee shall act with full authority in all matters relating to this contract and shall be the exclusive means of communication between the Southeastern Association of Game and Fish Commissioners and the



Consultant.

3. TIME OF PERFORMANCE

The Consultant and Project Leader will commence work immediately upon the signing of this contract. All work described herein shall be completed prior to the 1970 Spring Meeting of the Southeastern Association of Game and Fish Commissioners.

4. AMOUNT OF CONTRACT

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid exceed ten thousand dollars (\$10,000) based on eleven (11) cooperating agencies. Additional agencies may be added within the first thirty (30) days of this contract by payment of eight hundred dollars (\$800) per agency and acceptance by Project Committee.

5. AGENCY PARTICIPATION

The Agency agrees to pay the Institute a maximum of \$1,000 based on a minimum of ten (10) participating agencies. It is



understood that said amount will be proportionally reduced should more than eleven agencies participate therein. It is further understood that this entire agreement shall be null and void if a total of ten participating agencies have not been enlisted by thirty days from the date of this agreement.

6. METHOD OF PAYMENT

The contract sum of \$10,000, or greater if additional agencies enter into this pilot project, shall be payable as follows:

- a) \$3,000 payable thirty (30) days following signing of this contract.
- b) An amount to be billed and paid each thirty (30) days, following initial payments based on the Consultant's and Project Leader's estimate of the percentage of work completed and supported by a summary of work accomplished during the billing period.
- c) \$1,000 payable upon submission and



acceptance of the final printed reports by the Project Committee.

- d) The Institute will administer the funds for this initial project as follows:

11. Pay to the Consultant proper invoices for services as specified herein and approved by the Project Committee which has been appointed by the Southeastern Association of Game and Fish Commissioners; said Committee to consist of George Bagby, Chairman, Fred Stanberry, and Charles Kelley.
22. Invoice and collect from the cooperating agencies their pro-rata share of pilot project costs.

7. CHANGES

The Project Committee may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase



or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Project Committee and the Consultant, shall be incorporated in written amendments to this contract.

8. INTEREST OF CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

9. REVIEW AND INSPECTION OF CONSULTANT'S WORK

The Project Committee shall be empowered to inspect and review the Consultant's and Project Leader's services in progress at any reasonable time.

THE CHAIRMAN: Unless there is some



objection, the Commission will hold its March meeting in the area of Toledo Bend Lake so that the Commission can meet in an area that's becoming really the heart of Sportsman's Paradise in March.

Is there any other business to come before the Commission? Mr. Smith?

MR. SMITH: Mr. Chairman.

THE CHAIRMAN: Yes, I understand you had something you wanted to bring up before the Commission.

MR. SMITH: I certainly have.

THE CHAIRMAN: I thought we were going to miss you.

MR. SMITH: Did you convene at ten o'clock?

THE CHAIRMAN: At ten o'clock, sir. It is now six minutes after ten, and we anticipate adjourning at ten minutes after.

MR. SMITH: For the record, my name is Clyde Devon Smith, and I am presently serving as Chairman of the Council of Sportsmans Club of Greater New Orleans.

I think it was last September when we



convened here to set season back limits on local quadrupeds, and at that time, we entered into a discussion on the rabbit season, and if you recall the Louisiana Wild Life Federation had requested the Commission consider a rabbit season extension through February 28th. This had been done on previous occasions, and in the last two or three years had been cut back to February 15th for reasons really unknown, and in a discussion last Fall with our esteemed friend, "Cotton Fairchild, he stated that the problem in extending the season to February 28th or through February 28th would be an enforcement problem. We didn't take the time to argue the point with "Cotton," but since that time, knowing what the weather condition is, knowing the long range forecasts, and knowing what your biologists have recommended, that shooting pressure will not be harmful to the rabbit population, as a representative of the Council of the Sportsmans Club of Greater New Orleans, I am requesting this Commission to extend this season --

MR. WINFREE: Mr. Smith?



MR. SMITH: -- to February 28th.

MR. WINFREE: I'd like a question, Mr. Chairman.

THE CHAIRMAN: Yes, Mr. Winfree.

MR. WINFREE: Mr. Smith, you made a statement just now: you know what our biologists have recommended. Before you go any further, I'd like to know what they have recommended. It seems that everybody knows what our biologists have recommended except this Commission here.

MR. HOFFPAUER: I'd like to know, too.

MR. WINFREE: And I'd like to know that too, before you say they recommended something, if you don't mind.

MR. SMITH: This recommendation was made by biologists at our convention on numerous occasions that the hunting pressure will not, that is, gun pressure, will not harm the population of the rabbit, and it was agreed at the hearing that was conducted here in September that gunning pressure would not harm the rabbit, and my request is that since Cotton was worried about harming the turkey



populations, etcetera, and inasmuch as the quail season does extend through February 28th, that this Commission will, at least, consider extending the season on rabbit, and give these fellows with their beagles and -- they raise these dogs all year round just for the privilege of running them for a few months, very few months, during the winter months; and that this season be extended through February 28th through a line of demarcation, shall we say, Highway 190, and going South to the Gulf.

MR. THOMPSON: A question there, Mr. Chairman. Why do you say No. 190 South?

MR. SMITH: Well, the majority of the turkey population is on the North side of Highway 190 and everything else. I would say offhand the majority of your beagle hunters are South of Highway 190.

MR. WINFREE: Do you recall, Mr. Smith, last September, I made a motion to have the rabbit season run through the 28th of February? I didn't get a second to that motion. I just want to let



you know I was for you.

MR. SMITH: Thank you, Mr. Winfree.

MR. WINFREE: You recall that? You recall that? But I thought you had some further information that our biologists say, "so-and-so." Personally, I think those rabbits stay pregnant nearly year round, myself. I've never seen them stay pregnant a certain time. I am in favor of what you are suggesting, but I'll have to hear what the rest of the boys say. I just don't know what -- as I say, I just might be the one. I sympathize with you fellows with those little beagles; I think they are wonderful, just like you people have them deer dogs, or what else, but I am not going to make the motion again. I will let you know that.

THE CHAIRMAN: Do any of you want to hear from Mr. Herring, Fish and Game?

MR. WINFREE: Yes, I can well hear from Mr. Herring for just a brief spot to see what he has to say about this.

THE CHAIRMAN: Mr. Winfree said just a brief spot.



MR. HERRING: Yesterday, I called my district offices on this when I knew the setting of seasons would come up. South Louisiana has been notorious for requesting a shorter season. In fact --

MR. THOMPSON: Requesting a shorter season? Southeast Louisiana?

MR. HERRING: That's right. Around Lafayette, Opelousas, New Iberia, all through that area.

MR. WINFREE: Southwest Louisiana.

MR. HERRING: Well, the Southwestern part of Louisiana, say, but it still is the Southern part of Louisiana, and we might get South to Highway 190 to where we are talking about. Most of the requests have been made to cut our season back shorter there.

The North Louisiana people have not really requested a season be cut back, but the requests have come from Southeast Louisiana to cut it short. I would be -- in talking to Leonard New about the enforcement, that problem they would encounter at



this time.

We would like the season to remain as it is, and next year, let's get together and work out a reasonable season with everybody happy. But we recommend at this time to leave it as it is.

THE CHAIRMAN: Thank you, Joe.

Any questions? Any further discussions?

(NO RESPONSE)

THE CHAIRMAN: Any other business to come before the Commission?

(NO RESPONSE)

MR. THOMPSON: I move that we adjourn the meeting.

MR. WRIGHT: I second the motion.

THE CHAIRMAN: Moved by Mr. Thompson, seconded by Mr. Wright. The meeting is adjourned.

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. . . Thereupon, the Board Meeting of the Louisiana Wild Life and Fisheries Commission was adjourned at 10:15 o'clock.



a.m., on Friday, January 23, 1970. . . .



C E R T I F I C A T E

I, the undersigned, Arthur W. Bilotti, do hereby certify that the above and foregoing (28 pages of typewritten matter) is a true and correct transcription of the stenographic (Stenotype) notes of the proceedings herein, taken down by me and transcribed under my supervision, at the time and place hereinbefore noted.

Arthur W. Bilotti
REPORTER

